

DECLASSIFIED
E.O. 12958 Sec. 1.3
Project: NADA 928003
By: PCL NARA Date 5/18/85

CONFIDENTIAL

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NObs-779
Ser 107-043
6 November 1956

ance and operation of the systems, completing the take-over in D+60 days. After D+180 days, Todd shall furnish heat from the Building 51 plant to the area occupied by the Naval Station on a reimbursable basis.

(5) Roads, Walks, Grounds, Fences, Sewerage Systems:

The U. S. Naval Station, Tacoma will provide normal maintenance to D+60 days during which time Todd shall arrange to take over maintenance.

(6) A.D.T.

American District Telegraph automatic fire detection service contract requires a thirty day termination notice. The Naval Station, Tacoma will provide service for D+60 days after which Todd will assume the responsibility.

(7) Telephone

The Naval Station, Tacoma will provide telephone service and will be responsible for reimbursing the Pacific Telephone and Telegraph Company for service rendered to D+60 days after which Todd will assume the responsibilities.

(8) Sanitation and Garbage

Shall be a joint responsibility to D+60 days. Occupants will be responsible for their own areas or buildings. Todd will assume responsibility for all the shipyard after D+60 days.

(9) Security

The Naval Station, Tacoma will be responsible and will administer internal and perimeter security for the Contractor's area and the U. S. Naval Station area to D+60 days. This includes fire protection, guard protection, and personnel clearance identification (Todd's and their subcontractors personnel shall be cleared in accordance with the current Armed Forces Industrial Security Regulation, OPNAV INST 5540.8), except that the Tacoma Group, Pacific Reserve Fleet will maintain guard security and identification clearance on board vessels under their jurisdiction. At D+60 days Todd will assume the control and responsibility for the internal and perimeter guard, fire protection and identification clearance for areas under their jurisdiction, and in addition will furnish fire protection required by the C.O. U. S. Naval Station, Tacoma areas plus firefighting assistance to the Tacoma Group, Pacific Reserve Fleet for their vessels berthed within the shipyard. All firefighting equipment will be transferred to the Naval Industrial Shipyard at D+60 days. Prior to D+60 days Todd will furnish personnel assistance to the Naval Station security force as follows:

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E.O. 12958 of 73
Project: NND-928003
By: PEA NARA Date: 5/6/95

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- a. D+2 days - Todd will furnish one typist, plus material for employees photo identification badges, to the identification branch.
- b. D+5 days - Todd will furnish ten men to the guard division.
- c. D+10 days - Todd will furnish twenty men to the fire division.
- d. D+15 days - Todd will furnish ten additional men to the guard division.
- e. D+30 days - Todd will furnish twenty additional men to the guard division.

Men furnished to the guard division must possess the physical, mental and character qualities to qualify as Department of Defense guards.

Men furnished to the fire division must possess the physical and mental qualities to qualify as firefighters.

All personnel furnished will remain on the Todd Shipyards Corp's payroll, but until D+60 days, will be under the supervision of the C.O. U. S. Naval Station, Tacoma.

(10) Accountability

At the time of take-over of a facility, utility or equipment by Todd the Naval Station, Tacoma will furnish a check-off list which shall be signed by responsible parties of both organizations. A signed copy shall be retained by Todd which shall show the date of take-over from the Naval Station. Any discrepancies, shortages or remarks shall be so noted on the signed copies of the check-off list. It shall be the responsibility of the Naval Station, Tacoma to correct the NIRS plant account property record cards to reflect any discrepancies appearing on the check-off lists prior to the transfer of the PA records cards to the Todd Shipyards Corporation.

(11) Charges

Charges for utilities furnished to the Todd organization during the period D-Day to D+60 days shall be in accordance with costs determined by the Naval Station, Tacoma under appropriate Government regulations. If necessary advance "Special Deposit" funds will be furnished to the C.O. U. S. Naval Station, Tacoma by the Todd Shipyards Corporation.

p. At D+60 days to D+8 months the Todd Shipyards Corporation will assume the responsibility of providing services and utilities as required to the Tacoma Group, Pacific Reserve Fleet vessels berthed at the NIRS, Tacoma, and will grant to the personnel assigned the necessary rights of ingress and egress.

q. After D+60 days and the transfer to Todd, the Naval Station may require the continued use on a permit basis of specialized facilities; dispensary, hospital, chapel, etc., until such time as substitute facilities can be provided.

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E.O. 12958, Sec. 1.4
Project: MAB 728003
By: PEA
Date: 3/18/95

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NObs-779

Ser 107-043

6 November 1956

3. If this office can be of any further assistance in this matter, it is requested that our mobilization planning representative, Mr. J. D. Winston at Main 1472, extension 97, be consulted.

Donald McDonald
DONALD McDONALD
Acting

Copy to:
ASTSECNAV (MAT)
CNO
COMTHIRTEEN
BUSHIPS (Code 762)
BUSHIPS (Code 784)
CO NAVSTA, Tacoma
COMTACORU PACRESFLT
INDMAN 13ND
Todd Shipyards Corp, Seattle Div.

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*pg 9 rec'd
Reg 90*

6-JAN 1956

Bureau of Ships

Assistant Industrial Manager, USN, Seattle, Washington

Naval Industrial Reserve Shipyard (Naval Station), Tacoma, Washington
 Department of Detailed plans for transfer of ship and facilities from
 Naval Station to Todd Shipyard Corporation, in mobilization

(1) Copy of CBU Ltr to SHRC/11 for 61-5744 of 25 Nov 1955 to BUREAU

The enclosure the Chief of Naval Operations has expressed the desire
 that the Bureau of Ships provide the Consulting Officer, Naval
 Station, with technically qualified personnel to formulate plans for
 transfer of responsibility for maintenance, security and accountability of
 the shipyard as soon as practical after Navy

The Bureau of Ships hereby designates the Assistant Industrial Manager,
 Seattle, as the Bureau's field representative for the development of such

The Bureau considers that the development of such plans is a very serious
 task which would require the type of expertise which existed at the time this letter
 was prepared from Todd to the Navy, at the end of May 1955. The Bureau
 would be glad to provide assistance, to the extent of the responsibility
 of the Bureau, security (including fire and pollution protection),
 and liability for property for specific areas over the various stages
 of the occupancy of this shipyard. It is requested the Assistant
 Industrial Manager has already had preliminary discussions with the

Bureau of Ships recommends that the Assistant Industrial Manager
 consult with the District Public Works Office regarding the drafting of
 detailed plans, or plans of entry required. The Bureau of Ships,
 however, will endeavor to furnish any additional assistance required.

It is requested that the proposed detailed plans be submitted to the
 Chief of Naval Operations via the Chief of the Bureau of Ships to permit their
 review and comment on the details of the plan.

The Bureau of Ships desires to be kept informed periodically of the progress
 being made on this job and the estimated date of completion.

*Correspondence
 filed 1-7-56
 RS-14394*

*Unclassified
 Reference*

Up-448:/j1
LOR 4330144

Nov. 28, 1958

Subj: Transfer of shipyard facilities at Naval Station, Tacoma, Washington, to Todd Shipyards Corporation upon mobilization, development of detailed plans for

Ref: (a) ASTRECKAY(MAT) ltr of 7 Nov 1955 to CNO, BUSHTPS, BUSANDA, ^h
BUDCKKS and General Counsel w/encl

1. Reference (a) forwarded and approved for implementation the report, review, and recommendations of the Naval Industrial Reserve Plant Review Board concerning the Naval Reserve Shipyard, Tacoma, Washington (U.S. Naval Station, Tacoma, Washington). Paragraph 8. (d) of the Board's report recommends:

"The Chief of Naval Operations, assisted by the Chief of the Bureau of Ships, arrange for a detailed study by Commanding Officer, Naval Station, Tacoma; Assistant Industrial Manager, Seattle; and Todd Shipyards Corporation, Seattle Division, to develop a phased program for transfer from Naval Station, Tacoma, to Todd of occupancy and responsibility for maintenance, security, and accountability as this yard as soon as practicable after M

In order to implement the above recommendation, it is desired that the Chief, Bureau of Ships provide the Commanding Officer, Naval Station, Tacoma with such technically qualified personnel as may be necessary to formulate the required transfer plans. In reply of this letter, the Commanding Officer, Naval Station, Tacoma is directed to lend his full support and take the necessary local continuing action in conjunction with Chief, Bureau of Ships, Navy Shipyard and Assistant Industrial Manager Seattle, toward the formulation of transfer plans.

problems involving security which cannot be resolved at the command level are referred to the Chief of Naval Operations (CNO).

The Chief of Naval Operations desires that he be kept informed by the Commanding Officer, Naval Station, of the progress made in the formulation of plans and the estimated date of completion.

UPPY 101
LITHIUM BATTERY
COURTESY OF THE
MAYATA TROOP

R. F. Good
Deputy Chief of Air Operations
(Logistics)

الحمد لله

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DECLASSIFIED
E.O. 12150 Rev. 11
Project: NND 728003
By: PEL
NARA Date: 5/16/95

Op-442C/J1
Ser 4380144
Nov. 28, 1955

From: Chief of Naval Operations
To: Chief, Bureau of Ships

Subject: Transfer of shipyard facilities at Naval Station, Tacoma, Washington, to Todd Shipyards Corporation upon mobilization, development of detailed plans for

Ref: (a) ASTHEKAV(MAT) ltr of 7 Nov 1955 to CNO, BUSHIPS, BUSANDA, BUDCKKS and General Counsel w/encl

1. Reference (a) forwarded and approved for implementation the report, review, and recommendations of the Naval Industrial Reserve Plant Review Board concerning the Naval Reserve Shipyard, Tacoma, Washington (U.S. Naval Station, Tacoma, Washington). Paragraph 8. (d) of the Board's report recommends:

"The Chief of Naval Operations, assisted by the Chief of the Bureau of Ships, arrange for a detailed study by Commanding Officer, Naval Station, Tacoma, Assistant Industrial Manager, Seattle, and Todd Shipyards Corporation, Seattle Division, to develop a phased program for transfer from Naval Station, Tacoma, to Todd of occupancy and responsibility for maintenance, security, and accountability at this yard as soon as practicable after M Day."

In order to implement the above recommendation, it is desired that the Chief, Bureau of Ships provide the Commanding Officer, Naval Station, Tacoma with such technically qualified personnel as may be necessary to formulate the required transfer plans. In reply of this letter, the Commanding Officer, Naval Station, Tacoma is directed to lend his full support and take the necessary local continuing action in conjunction with Chief, Bureau of Ships, Todd Shipyards and Assistant Industrial Manager, Seattle, toward the formulation of such plans.

Any problems involving security which cannot be resolved at Tacoma should be submitted to the Chief of Naval Operations (Op-44).

The Chief of Naval Operations desires that he be kept informed by the Commanding Officer, Naval Station, Tacoma of the progress made in the formulation of plans and the estimated date of completion.

OP-44
ASTHEKAV(MAT)
FORNITATEN
NAVSTA TACOMA

R.F. Good
Deputy Chief of Naval Operations
(Signature)

copy

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COPY

National Archives - Pacific NW Region
6125 Sand Point Way, NE
Seattle, WA 98115

Record Group NO. 181

Additional Information

Records of Naval Districts +
Shore Establishments

Archive Box # 604 - 490 Box 1

Fdr. NS / Tacoma Naval Station

Industrial ^{Res} ~~Shipyards~~ Reserve Shipyards (2)

Correspondence only

ROUTING SLIP
13ND-705 (REV. 8-56)

DISTRICT PUBLIC WORKS OFF
13TH NAVAL DISTRICT

DECLASSIFIED
E.O. 12958
Project NND 725003
P.L. NARA title 54/CONFIDENTIAL

DATE RECEIVED 11-30-56 FROM Commander Tacoma Group, PacResFlt DATE OF LETTER 28 Nov 1956
TO Supervisor ShipBldg.&NavInspOrd, Seattle DPWO FILE NO. 078
SUBJECT Naval Industrial Reserve Shipyard (U.S. Naval Sta), Tacoma, Wash. development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyards Corporation; comments on ENCLOSURES

ADDRESSEE	CODE	ROUTE	INITIAL	DATE	ADDRESSEE	CODE	ROUTE	INITIAL	DATE
DPWO & OICC	D-10	3	15	12/14	Asst. DPWO Construction	DC-100			
Spec. Asst. to DPWO & OICC	D-11				Asst. to ADPWO Construction	DC-101			
Deputy DPWO & OICC	D-20	2	15	12/14					
Project Management Office	D-30	1	15	12/14	Construction Division	DC-300			
	D-40	1	15	12/14	Spec. Asst. Cont. Labor Rel.	DC-301			
Counsel					Contract Branch	DC-310			
Spec. Asst. for NRTC's					Construction & Inspection Br.	DC-320			
Administration Division	DA-200								
Personnel Branch	DA-210				Asst. DPWO Maint. & Oper.	DD-100			
Office Services Branch	DA-220				Asst. to ADPWO Maint. & Oper.	DD-101			
Reports & Procedures Br.	DA-230				Spec. Asst. Sanitation	DD-110			
Fiscal Branch	DA-240				Maintenance Division	DD-200			
Surplus Property Branch	DA-260				Maint. Controls Branch	DD-210			
					Maint. Plan. & Eval. Sec.	DD-212			
Asst. DPWO Planning & Des.	DB-100				Facilities Branch	DD-220			
Asst. to ADPWO Plan. & Des.	DB-101				Bldgs. & Rel. Struct. Sec.	DD-221			
Spec. Asst. Fire Protection	DB-110				Grnds. & Grnds. Struct. Sec.	DD-222			
Spec. Asst. Soil Conservation	DB-112								
					Transportation Division	DD-300			
Planning Division	DB-200	5	15	12/14	Management Branch	DD-310			
Passive Defense Branch	DB-210				Records & Reports Branch	DD-320			
Master Plans Branch	DB-220				Technical Branch	DD-330			
Design Division	DB-300				Utilities Division	DD-400			
Architectural Branch	DB-310				Power Gen. & Distr. Branch	DD-410			
Structural Branch	DB-320				Utilities Service Branch	DD-420			
Mechanical Branch	DB-330				Housing Division	DD-500			
Electrical Branch	DB-340								
Civil Branch	DB-350				Real Estate Division	DE-200			
Specs. & Estimates Branch	DB-360				Naval Properties Branch	DC-210			
Plan Files & Tech. Rec. Br.	DB-370								
					FILES				

REMARKS Rec'd U.S. MAIL REGISTERED NO. 21095

Navy-DPPO 13ND Brem., Wn. (L17)2

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Nº 0649

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A16-1
Ser: 078
NOV 28 1956

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From: Commander Tacoma Group, Pacific Reserve Fleet
To: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance, Seattle

Subj: Naval Industrial Reserve Shipyard (U.S. Naval Station), Tacoma, Washington development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyards Corporation; comments on

Ref: (a) SUPSHIP-INSORD Seattle Conf ltr NObs 779 ser 107-043 of 6 Nov 1956 - *ABN 107-043 R1 0632*
(b) COMNAVCENT, PACRESFIS Conf ltr L11-2 ser 036 dtd 17 May 1956 TV
(c) SUPSHIP-INSORD Seattle Conf ltr ser 107-022 of 9 May 1956 *Unclm A16*
(d) OO NAVSTA, TAG ltr ser 041 of 3 Feb 1956 *no*

1. Paragraph 2(1) of reference (a) contains a listing of buildings and/or areas which will be occupied by Todd Shipyard on D+60 days. The Commander Tacoma Group, Pacific Reserve Fleet does not concur in the wording of that section which states, "All piers with the exception of the Commissioning pier. (The minimum amount of pier space required by the Tacoma Group consists of the following:

Pier No. 1 - Berths ABLE, ABLE-PRIME, BAKER, BAKER-PRIME.
Pier No. 2 - Berths CHARLIE and DOG.
Pier No. 3 - Berths EASY, FOX, GEORGE and HOW.)"

Reference (b) recommended that paragraph 2(1) of enclosure (1) to reference (a) be re-worded to reflect the pier space requirements as contained in enclosure (1) to reference (d), which is quoted as follows:

"a. Under the current mobilization concept, all ships scheduled for activation through M+3, remain at the Tacoma Group berthing area after mobilization in the event dispersal is ordered. Based on this concept, the minimum amount of pier space required by the Tacoma Group consists of the following:

Pier No. 1 - Berths ABLE, ABLE-PRIME, BAKER, BAKER-PRIME.
Pier No. 2 - Berths CHARLIE and DOG.
Pier No. 3 - Berths EASY, FOX, GEORGE and HOW.

b. In the event dispersal is not effected on mobilization, all Tacoma Group ships will remain at the piers they are occupying. Pier space presents no problem inasmuch as there are no requirements for pier space by the Todd Shipyard until M+6, when it is planned to launch the first ship at

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Project: NND 928003
By: PCL HARA Date: 5/10/95

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the Yard. Todd will assume responsibility of all piers except the Commissioning pier on M+60 days and provide services to ships of the Tacoma Group to M+7 months + 15 days." Paragraph 2(g) of reference (a) states that Todd Shipyard will occupy building number 510 (Cafeteria) on D+15 days. This is not in conformance with enclosure (1) to reference (d) which states that building number 510 can be turned over to Todd at D+60 days.

2. Due to mobilization requirements and planning it is requested that the minimum pier space and service requirements for the Tacoma Group be clearly indicated as a requirement until D+7 months plus 15 days and that building number 510 be indicated for Todd occupancy at D+60 days vice D+10 days.

J. G. WALDMANN

Acting

Copy to:
OO NavSta
District Public Works Officer, 13ND

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DECLASSIFIED
E.O. 12958
Project NND 728003

By: PEA
Date: 3/12/85

USE FOR URGENT
MATTERS ONLY

NAVAL SPEED LETTER

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CLASSIFICATION

UNCLASSIFIED

IN REPLY REFER TO

NObs-779
Ser 107-5240

DATE

Nov 19 1956

TO: Chief, Bureau of Ships (Code 762)
Department of the Navy
Washington 25, D.C.

NAVAL SPEEDLETTER—

Permits dispatch or informal language.
May be sent (1) with enclosures, (2) in a window envelope (size 8 1/2" x 3 1/2"). If contents are not classified as confidential or higher, (3) to both naval and nonnaval activities.
Is packaged 500 sheets of white or of one color: yellow, pink, or green.

(Fold)

Refer my letter NObs-779 ser 107-052 of 5 Apr 1956 - development of detailed plans for transfer of NIMS, Tacoma facilities from the U. S. Naval Station, Tacoma to Todd Shipyards Corp on mobilization.

My letter NObs-779 ser 107-043 of 6 Nov 1956 contains the basic evacuation schedule as approved by CO, NavSta, Tacoma COMNAVCOR PACOMEXFIL and Todd Shipyards Corp. Accordingly, the planning phase is complete.

The District Public Works Officer, Thirteenth Naval District is presently drafting the necessary permits. Upon completion the complete plan will be forwarded to CNO via all concerned and your office.

The forwarding date is estimated to be 1 Jan 1957.

DONALD McDONALD
Acting

DPWO, 13ND
COMTHIRTEEN

*Orig copy filed
47*

ADDRESS:

Supervisor of Shipbuilding, USN,
and Naval Inspector of Ordnance
2400 - 11th Avenue S.W.
Seattle 4, Wash.

SENDER'S MAILING ADDRESS

Address reply as shown at left or reply hereon and return in window envelope (size 8 1/2" x 3 1/2"). If not classified as confidential or higher.

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ROUTING SLIP
13ND-705 (Rev. 8-56)

DISTRICT PUBLIC WORKS OFFICE
13TH NAVAL DISTRICT

DECLASSIFIED
E.O. 12958 Sec. 3.3
Project WND 9280.03
By: PCL
NARA 1010 3/10/15

NTIA

DATE RECEIVED 12-20-56	FROM ComTacGroup, PacResFlt	DATE OF LETTER 19 Dec 1956
TO SupShips and NavInspector of Ordnance, Seattle		DPWO FILE NO. 085
SUBJECT U.S. Naval Industrial Reserve Shipyard, (U.S. Naval Station), Tacoma, Wash.; development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyards Corporation, Seattle Division		
ENCLOSURES		

ADDRESSEE	CODE	ROUTE	INITIAL	DATE	ADDRESSEE	CODE	ROUTE	INITIAL	DATE
DPWO & OICC	D-10	3			Asst. DPWO Construction	DC-100			
Spec. Asst. to DPWO & OICC	D-11				Asst. to ADPWO Construction	DC-101			
Deputy DPWO & OICC	D-20	2			Construction Division	DC-300			
Project Management Office	D-30	4			Spec. Asst. Cont. Labor Rel.	DC-301			
Counsel	D-10	1			Contract Branch	DC-310			
Spec. Asst. for NRTC's					Construction & Inspection Br.	DC-320			
Administration Division	DA-200								
Personnel Branch	DA-210				Asst. DPWO Maint. & Oper.	DD-100			
Office Services Branch	DA-220				Asst. to ADPWO Maint. & Oper.	DD-101			
Reports & Procedures Br.	DA-230				Spec. Asst. Sanitation	DD-110			
Fiscal Branch	DA-240				Maintenance Division	DD-200			
Business Property Branch	DA-260				Maint. Controls Branch	DD-210			
					Maint. Plan. & Eval. Sec.	DD-212			
Asst. DPWO Planning & Des.	DB-100				Facilities Branch	DD-220			
Asst. to ADPWO Plan. & Des.	DB-101				Bldgs. & Rel. Struct. Sec.	DD-221			
Spec. Asst. Fire Protection	DB-110				Grnds. & Grnds. Struct. Sec.	DD-222			
Spec. Asst. Soil Conservation	DB-112								
					Transportation Division	DD-300			
Planning Division	DD-200	5			Management Branch	DD-310			
Passive Defense Branch	DD-210				Records & Reports Branch	DD-320			
Master Plans Branch	DD-220				Technical Branch	DD-330			
Design Division	DN-300				Utilities Division	DN-400			
Architectural Branch	DB-310				Power Gen. & Distr. Branch	DD-410			
Structural Branch	DB-320				Utilities Service Branch	DD-420			
Mechanical Branch	DB-330				Housing Division	DD-500			
Electrical Branch	DB-340								
Civil Branch	DB-350				Real Estate Division	DE-200			
Specs. & Estimates Branch	DB-360				Naval Properties Branch	DC-210			
Plan Files & Tech. Rec. Br.	DB-370								
					FILES				

REMARKS **Rec'd U.S. Mail Registered No.21150**

Navy-DPPO 13ND Brem., Wa. (L17)

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AL6
Ser: 015
DEC 19 1956

CONFIDENTIAL

From: Commander Tacoma Group, Pacific Reserve Fleet
To: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance, Seattle

Subj: U. S. Naval Industrial Reserve Shipyard, (U. S. Naval Station), Tacoma, Washington; development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyards Corporation, Seattle Division

Ref: (a) SUPSHIP-INSORD Seattle Conf ltr AL6 ser 107-0158 of 12 Dec 1956
(b) COMNAAGRU, PACRESFLT Conf ltr AL6-1 ser 078 of 28 Nov 1956
(c) CO, NAVSTA, TAC ltr ser Q41 of 3 Feb 1956
(d) SUPSHIP-INSORD Seattle Conf ltr NObs 779 ser 107-Q43 of 6 Nov 1956

1. Paragraph 2(1) of reference (d) states, in part: "On D+60 days, the Todd Shipyard Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy". It further states under the listing of building and/or area the following: "All piers with the exception of the Commissioning pier. (The minimum amount of pier space required by the Tacoma Group consists of the following:

Pier No. 1 - Berths ABLE, ABLE-PRIME, BAKER, BAKER-PRIME.
Pier No. 2 - Berths CHARLIE and DOG.
Pier No. 3 - Berths EASY, FOI, GEORGE and HOW.)"

2. Paragraph 2(p) of reference (d) clearly sets forth services and utilities requirements, plus the necessary personnel rights of ingress and egress but does not clearly set forth the fact that pier requirements will be fulfilled.

3. The Commander Tacoma Group, Pacific Reserve Fleet feels that the word "occupy" as contained in paragraph 2(1) of reference (d) and the omission of the pier requirements in paragraph 2(p) of reference (d) could result in the drafting of an agreement which would delay the activation of ships located at the Tacoma Group.

4. The turn over of Building #10 (Cafeteria) at M+15 days vice M+60 days presents no problem, and was mentioned in reference (b) due to the differences of turn over dates between those contained in reference (c) and reference (d).

C. E. BRUNTON

Copy to:
CO, NAVSTA, TAC
13RD District Public Works Officer

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SLIP (Rev. 8-56)

DISTRICT PUBLIC WORKS OFFICE
13TH NAVAL DISTRICT

DECLASSIFIED
E.O. 12958
Project: WAB 728003
By: [illegible] NARA Date: 5/15/15

RECEIVED 1-14-57 FROM SupShips and NavInsp of Ord, Seattle DATE OF LETTER 10 Jan 1957
BuShips (Code 762) DFWO FILE NO. 107-02
SUBJECT U.S. Naval Industrial Reserve Shipyard (U.S. Naval Station), Tacoma, Washington; transfer of shipyard facilities from U.S. Naval Station to Todd Shipyards Corporation on mobilization, agreement for
ENCLOSURES
Copy to DFWO w/o encl.

ADDRESSEE	CODE	ROUTE	INITIAL	DATE	ADDRESSEE	CODE	ROUTE	INITIAL	DATE
DPWO & OICC	D-10	3		2/1/57	Asst. DPWO Construction	DC-100			
Spec. Asst. to DPWO & OICC	D-11				Asst. to ADPWO Construction	DC-101			
Deputy DPWO & OICC	D-20	2		2/1/57					
Project Management Office	D-30				Construction Division	DC-300			
					Spec. Asst. Cont. Labor Rel.	DC-301			
Counsel	D-40	1		1/1/57	Contract Branch	DC-310			
Spec. Asst. for NRTC's					Construction & Inspection Br.	DC-320			
Administration Division	DA-200								
Personnel Branch	DA-310				Asst. DPWO Maint. & Oper.	DD-100			
Office Services Branch	DA-220				Asst. to ADPWO Maint. & Oper.	DD-101			
Reports & Procedures Br.	DA-230				Spec. Asst. Sanitation	DD-110			
Fiscal Branch	DA-240				Maintenance Division	DD-200			
Surplus Property Branch	DA-260				Maint. Controls Branch	DD-210			
					Maint. Plan. & Eval. Sec.	DD-212			
Asst. DPWO Planning & Des.	DB-100				Facilities Branch	DD-220			
Asst. to ADPWO Plan. & Des.	DB-101				Bldgs. & Rel. Struct. Sec.	DD-221			
Spec. Asst. Fire Protection	DB-110				Grnds. & Grnds. Struct. Sec.	DD-222			
Spec. Asst. Soil Conservation	DB-112								
Planning Division	DB-200	5		OC-D 1/17	Transportation Division	DD-300			
Passive Defense Branch	DB-210				Management Branch	DD-310			
Master Plans Branch	DB-220				Records & Reports Branch	DD-320			
					Technical Branch	DD-330			
Design Division	DB-300								
Architectural Branch	DB-310				Utilities Division	DD-400			
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Mechanical Branch	DB-330				Utilities Service Branch	DD-420			
Electrical Branch	DB-340				Housing Division	DD-500			
Civil Branch	DB-350								
Specs. & Estimates Branch	DB-360				Real Estate Division	DE-200			1-17
Plan Files & Tech. Rec. Br.	DB-370				Naval Properties Branch	DC-210			
					FILES				

REMARKS Rec'd Registered Guard Mail #102
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A16
Ser 107-02

JAN 10 1957

CONFIDENTIAL

From: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance,
Seattle
To: Chief, Bureau of Ships (Code 762)

Subj: U. S. Naval Industrial Reserve Shipyard (U. S. Naval Station),
Tacoma, Washington; transfer of shipyard facilities from U. S.
Naval Station to Todd Shipyards Corporation on mobilization,
agreement for

Ref: (a) SUPSHIP-INSORD, Seattle spdltr NObs 779 ser 107-5240 of
19 Nov 1956
(b) BUDOCKS INSTR 11011.18 of 7 Mar 1956

Encl: (1) Proposed license for non federal use of real property (NIRS,
Tacoma) to be issued to Todd Shipyards Corp to become effective
on D-Day
(2) SUPSHIP-INSORD, Seattle ltr A16 ser 107-0166 of 10 Jan 1957
(3) SUPSHIP-INSORD, Seattle ltr A16 ser 107-01 of 10 Jan 1957

1. Supplementing reference (a), enclosure (1) is forwarded for your review,
comments and/or concurrence.

2. By enclosures (2) and (3) copies of the license were forwarded to the
principals - Todd Shipyards Corporation; Tacoma Group, U. S. Pacific
Reserve Fleet; and U. S. Naval Station, Tacoma. The Commanding Officer,
U. S. Naval Station, Tacoma and the Commander, Tacoma Group were requested
not to forward the license through their chain of command at this time as
this office will forward the license to the Chief of Naval Operations via
all concerned when it has been mutually approved locally.

3. It is assumed that the license will be superseded by a formal negotiated
contract with the Bureau of Ships prior to one year after the effective
date. Accordingly, in accordance with the authority contained in reference
(b) it is assumed that the District Public Works Officer, Thirteenth Naval
District will execute the license for the Department of the Navy.

V. B. COLE

CONFIDENTIAL

Copy to:
DPWO 13ND (w/o encl)
Code 107 (w/o encl)

PHONE CALL/CONFERENCE
CONFIRMATION MEMORANDUM
DPW

DISTRICT PUBLIC WORKS OFFICE
THIRTEENTH NAVAL DISTRICT
U. S. NAVAL STATION
SEATTLE 99, WASHINGTON

DECLASSIFIED
E.O. 12958 Sec 1.1
Project: NND 728003
Date: 2/8/85

Mr. J. D. Winston

Supervisor of Shipbuilding, USN, and
Naval Inspector of Ordnance, Seattle

DATE 2 January 1957

SUBJ: ~~XXXXXXXXXX~~ CONFERENCE REGARDING

Proposed License in connection with transfer of facilities of Naval Station,
Tacoma, Washington, to Todd Shipyard Corporation

REF: (A) ~~XXXXXXXXXX~~ CONFERENCE BETWEEN DISTRICT PUBLIC WORKS OFFICE, CODE D-40

AND Mr. J. D. Winston ON 11, 17, and 27th of
December 1956 (DATE)

CONFIRMATION OF TECHNICAL AND/OR POLICY MATTERS DISCUSSED AND/OR RESOLVED BY REFERENCE (A):

- 11 December 1956 - Delivered first rough draft of proposed license to Mr. Winston for consideration and review.
- 17 December 1956 - Discussed proposed draft of license with Mr. Winston. Agreed on insurance provisions. Mr. Winston to discuss proposed license with Todd's.
- 27 December 1956 - Submitted proposed final draft of license to Mr. Winston. Changed wording of middle paragraph on page 4 to clarify use of pier space by Tacoma Group, Pacific Reserve Fleet. With this change, license was approved and final draft to be typed and submitted.

J. D. Winston
1/4/57

DO NOT WRITE BEYOND THIS LINE

DPWO EMPLOYEE PARTICIPATING IN DISCUSSION

[Signature]
(SIGNATURE)

Council
(TITLE)

MUTUAL UNDERSTANDING OF THE ABOVE WILL BE ASSUMED
IF NO ADVICE TO THE CONTRARY IS RECEIVED WITHIN ONE WEEK

CONFIDENTIAL

Navy-DPWO 13ND Brem., Wn. (L1)

ONE CALL/CONFERENCE
INFORMATION MEMORANDUM
CONFIDENTIAL

DISTRICT PUBLIC WORKS OFFICE
THIRTEENTH NAVAL DISTRICT
U. S. NAVAL STATION
SEATTLE 99, WASHINGTON

CONFIDENTIAL

Mr. J. D. Winston
Supervisor of Shipbuilding, NSN, and

DATE 2 January 1957

TO: ~~XXXXXXXXXX~~
SUBJ: ~~XXXXXXXXXX~~ CONFERENCE REGARDING
Proposed license in connection with transfer of facilities of Naval Station
Tacoma, Washington, to Todd Shipyard Corporation

REF: (A) ~~XXXXXXXXXX~~ CONFERENCE BETWEEN DISTRICT PUBLIC WORKS OFFICE, CODE ~~XXXX~~
AND Mr. J. D. Winston ON 11, 17, and 27th of December 1956 (DATE).

CONFIRMATION OF TECHNICAL AND/OR POLICY MATTERS DISCUSSED AND/OR RESOLVED BY REFERENCE (A):

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- 27 December 1956 - Submitted proposed final draft of license to Mr. Winston. Changed wording of middle paragraph on area B to clarify use of pier space by Tacoma Group, Pacific Reserve Fleet. With this change, license was approved and final draft to be typed and submitted.

John Winston
1/18/57

DO NOT WRITE BEYOND THIS LINE

DPWO EMPLOYEE PARTICIPATING IN DISCUSSION

(SIGNATURE)

(TITLE)

MUTUAL UNDERSTANDING OF THE ABOVE WILL BE ASSUMED
IF NO ADVICE TO THE CONTRARY IS RECEIVED WITHIN ONE MONTH

Navy-DPWO 13ND Brem., Wa. (L1)1

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NS/Tacoma 47
Ser 0-935
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Date X

CONFIDENTIAL

DLC 31 1956

From: District Public Works Officer, Thirteenth Naval District
To: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance,
Seattle, Washington

Subj: Naval Industrial Reserve Shipyard (U.S. Naval Station), Tacoma,
Washington, development of detailed plans for transfer of
shipyard facilities upon mobilization from Naval Station to
Todd Shipyards Corporation; proposed license concerning

Ref: (a) SUPSHIP ltr NObs-779 Ser 107-043 of 6 Nov 1956 to DFWO 13ND

Encl: (1) Proposed license to be issued to Todd Shipyards Corporation
to become effective on D-day (original and nine copies)

1. Pursuant to reference (a) and as a result of conferences between
representatives of this office and your office, enclosure (1) has been
drafted and is submitted for approval and use upon mobilization in
connection with the transfer of the shipyard facilities from the
U. S. Naval Station, Tacoma, Washington, to Todd Shipyards Corporation

Copy to:
ASTSECNAV(MAT)
CNO
BUSHIPS (Code 762)
BUSHIPS (Code 784)
COMTACORU PACRESFLT
CO NAVSTA Tacoma
INDMAN 13ND
COMTHIRTEEN
Todd Shipyards Corp., Seattle Div.

X. P. 201A

File 402-335 file (Tacoma Harbor
R.R. file)

CONFIDENTIAL

DPWO FILE ROUTING SHEET-15ND-3894 (Rev. 9-55)
Navy-DPWO 15ND Brem., Wa. (11)

PRODUCTION REQUEST			REPRODUCTION SECTION, DA-225		DATE: 2 APR 1957
TO: DUPLICATE	QUANTITY EACH	SIZE	TIME AND DATE DESIRED		
8	4				
PRINT <input checked="" type="checkbox"/> ONE SIDE <input type="checkbox"/> TWO SIDES			PROCESS <input type="checkbox"/> MICROGRAPH <input type="checkbox"/> DITTO <input checked="" type="checkbox"/> DUPLIMAT <input type="checkbox"/> THERMAMAX		
OTHER SPECIAL INSTRUCTIONS Schedule of Transfer of Pac. NIRS Tacoma to Licensee (Todd Shipyard)			BRUNING <input type="checkbox"/> PRINT (B&W) <input type="checkbox"/> FILM TRANSPARENCY <input type="checkbox"/> PAPER TRANSPARENCY		
CONFIDENTIAL DELIVER REPRODUCTIONS TO CLASSIFIED FILES Hannah A. Weber			PHOTOCOPY <input type="checkbox"/> NEGATIVE <input type="checkbox"/> POSITIVE		
DISPOSITION OF MASTERS <input checked="" type="checkbox"/> RETURN TO ORIGINATOR <input type="checkbox"/> DA-225 FILE <input type="checkbox"/> DESTROY					
DESCRIPTION OF MATERIAL Same as above					
REQUESTED BY			TEL. EXT.		

NAVY-DPWO 15ND BREM., WASH.

CONFIDENTIAL

DECLASSIFIED
E.O. 12958 Sec. 3.3
Project: WMD 9280.03
By: PEL NARA Date: 5/6/95

LICENSE FOR NON FEDERAL USE OF REAL PROPERTY
BUDOCKS 2260 (1-54)

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

(Refer to BuDocks Instr. 21021.18 and any succeeding changes.)

1. NAVAL ACTIVITY (Property location) Naval Industrial Reserve Shipyard (U. S. Naval Station), Tacoma, Wash.	2. DATES COVERED (Inclusive) 195 (5 Day) until superseded by a formal negotiated contract with BUSHIPS
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)	

4. PURPOSE OF LICENSE
To authorize the interim use and occupancy of the licensed facilities (as a Naval Industrial Reserve Shipyard) for shipbuilding purposes, pending the execution of a formal negotiated contract between the USA (Dept. of the Navy) and the Licensee.

5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5A. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Assistant Industrial Manager, USN, Seattle, Washington
---	---

6. LICENSEE (Name and address) Todd Shipyards Corporation 1 Broadway, New York City, N. Y.	6A. LOCAL REPRESENTATIVE (Name and address) Mr. Robert G. Zener c/o Todd Shipyards Corporation 3801 16th Ave. S. W., Seattle 4, Wash.
--	---

7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")			
a. AMOUNT (Each payment) \$1.00	b. FREQUENCY PAYMENTS DUE Annually	c. FIRST DUE DATE 195	d. TO (Address of DPO) District Public Works Officer Thirteenth Naval District Bldg. 222 U. S. Naval Station Seattle 99, Washington

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required, enter "None" under item 8a "Amount")			
a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)

See paragraph 14(h) Exhibit "B"

9. INSURANCE REQUIRED (Reimbursable) (If any or all insurance requirements have been waived, enter "None" in a, c, or d of this table)			
TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ None	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 300,000
b. THIRD PARTY PROPERTY DAMAGE	\$ 100,000	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000

10. GENERAL PROVISIONS (See Reverse Side)
Paragraph (b) revised; all of 1st, 2nd, part of 4th and all of 5th and 8th sentences of paragraph (h) deleted and paragraph (c) added before signing.

11. EXECUTION OF LICENSE			
FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached

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DECLASSIFIED
E.O. 12958 Sec. 3.3
Project: WAB 928003
By: PEL NARA Date: 5/2/95

LICENSE FOR NON FEDERAL USE OF REAL PROPERTY
NAVDOCKS 2260 (1-56)

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

(Refer to BuDocks Instr. 12011.18 and any succeeding changes.)

1. NAVAL ACTIVITY (Property location)

**Naval Industrial Reserve Shipyard
(U. S. Naval Station), Tacoma, Wash.**

2. DATES COVERED (Inclusive)

195 (6 Day)

**until superseded by a
formal negotiated con-
tract with BUSHIPS**

3. The entire facility comprising the U. S. Naval Station, Tacoma, Washington, as shown on Sheet 1 of Y&D Dwg. No. 568-045, attached hereto, marked Exhibit "A", and made a part hereof, with certain exceptions hereinafter mentioned, which said facilities are to be occupied and custody transferred to the Licensee in accordance with the schedule and time table hereto attached, marked Exhibit "B" and made a part hereof.

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

Assistant Industrial Manager, USN, Seattle, Washington

6. LICENSEE (Name and address)

**Todd Shipyards Corporation
1 Broadway, New York City, N. Y.**

6A. LOCAL REPRESENTATIVE (Name and address)

**Mr. Robert C. Zener
c/o Todd Shipyards Corporation**

1000 1st Ave. S. W., Seattle 4, Wash.

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "None" under item 7a "Amount")

A. AMOUNT (Each Payment)	B. FREQUENCY PAYMENTS DUE	C. FIRST DUE DATE	D. TO (Address of DPKO)
\$1.00	Annually	195 (6 Day)	District Public Works Officer Thirteenth Naval District Bldg. 232 U. S. Naval Station Seattle 99, Washington

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
(If no cash payment is required, enter "None" under item 8: "Amount")

A. AMOUNT (Each deposit)	B. FREQUENCY PAYMENTS DUE	C. FIRST DUE DATE	D. TO (Mailing address)
See paragraph 24(h) Exhibit "B"			

9. INSURANCE REQUIRED (Reimbursable)

(If any or all insurance requirements have been waived, enter "None" in A, B, C, or D as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
A. FIRE AND EXTENDED COVERAGE	\$ None	C. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 300,000
B. THIRD PARTY PROPERTY DAMAGE	\$ 100,000	D. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000

10. GENERAL PROVISIONS (See Reverse Side)

Paragraph (b) revised; all of 1st, 2nd, part of 4th and all of 5th and 8th sentences of paragraph (h) deleted and paragraph (o) added before signing.

11. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached

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DECLASSIFIED
E.O. 12154 Rev. 3.3
Property NAAG-728003
By PEL NARA Date 5/6/96

License, reasonable wear and tear excepted.

~~On the premises shall be liable for any loss or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. ~~For the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:~~~~

~~Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and (Name of Licensee) shall be liable to~~

that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of such annual policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Li-

(c) The use of the facilities under this license is subject to the rights of the Tacoma Harbor Lumber and Timber Company, a corporation, over certain portions of the shipyard as granted in a Grant of Easement to said company by the Government under date of 24 April 1956, a copy of which easement, designated as NOy(R)-49406, is attached hereto, marked Exhibit "C" and made a part hereof.

DECLASSIFIED
A.O. 12958-20-33
Project: 4440 9280.03
By: PEL NARA Date: 5/16/95

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the non-exclusive right to use the premises or facilities described in item 3 together with the necessary rights of ingress and egress.

b. ~~This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.~~

c. The use shall be limited to the purposes specified herein.
4. This License shall be neither assignable nor transferable to the Licensee.

e. If utilities and services are furnished the Licensee for use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, stain, and keep in good order, the premises or facilities used hereby. At the discretion of the Licensee this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of its use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

~~h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair. Monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly assumed to be insured hereunder shall not exceed the amount of the insurance. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensor and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence on the part of the Licensee.~~
~~i. The Licensee shall be liable for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:~~

~~"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the United States of America."~~

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensor shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the

Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. ~~In the event the Licensee is required to effect repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds available to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.~~

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 48 U.S.C. Sec. 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to the use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the non-discrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 8.

GRANT OF EASEMENT

No. 4(R) 49406

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the GOVERNMENT, and the TACOMA HARBOR LUMBER AND TIMBER COMPANY, Incorporated in and acting under the laws of the State of Washington, whose address is Post Office Box 1365, Tacoma, Washington, party of the second part, referred to as the COMPANY,

WITNESSETH THAT:

WHEREAS, the GOVERNMENT owns and the Department of the Navy has custody, administration, jurisdiction, and control over certain real property situated in the City of Tacoma, County of Pierce, State of Washington, commonly known as U. S. Naval Station, Tacoma, Washington, hereinafter referred to as the STATION; and,

WHEREAS, the COMPANY has requested an easement for construction and maintenance of a road and railroad spur across a portion of the STATION at a location more particularly described hereafter; and,

WHEREAS, the grant of an easement for the purposes recited hereinabove has been approved and found not to be incompatible with the public interest;

NOW THEREFORE, in consideration of the sum of Five Thousand (\$5,000.00) Dollars, lawful money of the United States to it in the hand paid by the COMPANY, the receipt whereof is acknowledged, the mutual benefits and advantages accruing to the parties hereto, and subject to the provisions and conditions hereinafter set out, the GOVERNMENT, represented by the Chief of the Bureau of Yards and Docks, Department of the Navy, acting under the direction of the Secretary of the Navy in accordance with the authority of the Act of Congress of July 24, 1946 (60 Stat. 643; 43 U.S.C. 931b), as made applicable to

*Recorded April 25, 1956 under
ierce County, Wash., Auditor's file
No. 1753786 in Vol. 1111 of Deeds. Page 647*

EXHIBIT 9

the Secretary of the Navy by the Act of Congress of October 25, 1951 (65 Stat. 641; 50 U.S.C. 171-1), hereby conveys to the COMPANY a permanent easement for construction, reconstruction, maintenance, repair and use as a roadway and railroad spur over and across the following described portion of the STATION:

Commencing at the point of intersection of the extensions of the southeasterly line of East Eleventh Street and the southwesterly line of Alexander Avenue, as now laid out and established in the City of Tacoma, County of Pierce, State of Washington; thence southeasterly along said southwesterly line of Alexander Avenue 120 feet, more or less, to the southeast corner of Lot 26 in Block 9 of State Land Commissioner's Replat of Blocks 13 to 48, inclusive, of Tacoma Tide Lands, filed December 23, 1918, commonly referred to as the "Ashton Replat", said point being the true point of beginning of this description; thence S 47°15'36" E along the southwesterly line of Alexander Avenue a distance of 90 feet; thence S 87°44'24" W a distance of 56.58 feet; thence S 42°44'24" W along a line parallel to the southeasterly line of East Eleventh Street and 170 feet distant therefrom, a distance of 360 feet; thence N 47°15'36" W a distance of 50 feet to the southeasterly line of said Block 9; thence N 42°44'24" E along the southeasterly line of said Block 9 and parallel to the southeasterly line of East Eleventh Street and 120 feet, more or less, distant therefrom, a distance of 400 feet to the true point of beginning, containing 0.4775 acre of land, more or less.

THIS EASEMENT is granted subject to the following provisions and conditions:

1. The construction, reconstruction, maintenance, repair and use of the roadway and railroad spur authorized hereunder shall be accomplished without cost and expense to the GOVERNMENT, and all plans and specifications for work to be done thereon shall be submitted to and approved by the District Public Works Officer, Thirteenth Naval District, prior to commencement of the work.
2. The COMPANY shall maintain and keep the roadway and railroad spur in good and serviceable condition and repair, causing it to be inspected at reasonable intervals, and shall repair immediately any defects found therein as a result of such inspections.

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E.O. 12150 Sec. 3.3
Project: NALC 72 ED 03
By: PCL NARA Date: 5/1/90

3. Upon completion of any work done on the roadway and railroad spur, the COMPANY shall restore all portions of the STATION affected by the work of the COMPANY to the same or as good condition as that existing prior to commencement of such work; and this requirement shall include, but not be limited to, removal and reconstruction of any GOVERNMENT fencing affected by the COMPANY's roadway and railroad spur construction program. All work in connection with restoration of STATION property shall be accomplished under supervision and to the satisfaction of the District Public Works Officer, Thirteenth Naval District.

4. The COMPANY shall be responsible to the GOVERNMENT for all loss of or damage to GOVERNMENT property arising out of the exercise by the COMPANY of the easement rights. The COMPANY shall hold harmless the GOVERNMENT from any third party claim arising out of the exercise by the COMPANY of the easement rights.

5. The GOVERNMENT shall have the right to prescribe from time to time reasonable rules and regulations with respect to the exercise of the COMPANY's rights for the operation of the railroad spur in order to insure that such exercise is without interference with the GOVERNMENT's use and enjoyment of the STATION.

TO HAVE AND TO HOLD the above-described easement unto the COMPANY, its successors and assigns, so long as used for the purposes herein described;

RESERVING THEREFROM to the GOVERNMENT and its assigns rights of access over the roadway and railroad spur and to use the property for any GOVERNMENT purpose which does not create an unreasonable interference with the rights granted, together with the right of the GOVERNMENT and its assigns to connect roadways and to install switches and additional

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E.O. 12958 Sec. 3.3
Date: 11/16/93
By: [illegible]

railroad spurs from the roadway and railroad spur constructed by the COMPANY into adjacent portions of the STATION;

PROVIDED THAT, in event of failure by the COMPANY to comply with the terms and conditions of this grant, or for non-use for a period of two consecutive years, or abandonment of the rights granted hereunder, the interest in land herein granted shall cease and automatically shall revert to and be revested in the GOVERNMENT without necessity of re-entry by the GOVERNMENT, or the filing of any action at law or in equity by the GOVERNMENT to regain possession. It is understood, however, that the failure to construct said railroad spur until either the GOVERNMENT or the COMPANY have actual need therefor shall not be deemed to be a non-use or an abandonment of the rights granted hereunder.

IN WITNESS WHEREOF, the GOVERNMENT, acting by and through the Chief of the Bureau of Yards and Docks, Department of the Navy has caused this instrument to be executed as of the 24th day of April, 1956.

THE UNITED STATES OF AMERICA

151 R. H. MEADE

Chief of the Bureau of Yards and Docks,
by direction of the Secretary of the
Navy.

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) ss.

On this 30th day of March, 1956, before me, the undersigned, a Notary Public in and for the County of Arlington, in the Commonwealth of Virginia, duly commissioned and sworn, personally appeared R. H. Meade, to me known to be the individual described in and who executed the

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 Project 4446 928003
 By: [illegible] NARA Date 5/6/95

foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed of the United States of America for the uses and purposes therein mentioned.

WITNESS my hand and official seal, hereto affixed the day and year in this certificate above-written.

18/ Elizabeth M. BURRIELO
 Notary Public in and for the
 County of Arlington, Commonwealth
 of Virginia.

My commission expires: APRIL 23, 1958

Reproduced at the National Archives-Pacific NW Region

INTRA OFFICE COMMUNICATION LIP
12ND-2711 (REV. 1-57)

Indicate routing by number, initial to left of "Code" column for return to you before filing.

FROM

DATE

OFFICE	CODE	RTE.	OFFICE	CODE	RTE.
DPWO & OICC	D-10				
Spec. Asst. to DPWO & OICC	D-11		Asst. DPWO Construction	DC-100	
Deputy DPWO & OICC	D-30		Asst. to Asst. DPWO Constr.	DC-101	
Security Officer	D-31				
Project Mgmt. Officer	D-30		Construction Division	DC-300	
			Spec. Asst. Cont. Labor Rel.	DC-301	
			Contract Br.	DC-310	
			Constr. & Inspect. Br.	DC-320	
Counsel	D-40	3/4/41			
Spec. Asst. NRTCS					
Administration Division	DA-300		Asst. DPWO Maint. & Oper.	DD-100	
Personnel Br.	DA-310		Spec. Asst. Sanitation	DD-110	
Office Services Br.	DA-320				
Mail, Files, Mess. Sec.	DA-331		Maintenance Division	DD-300	
Steno. & Typ. Serv. Sec.	DA-332		Maint. Controls Br.	DD-310	
Dup. & Reprod. Sec.	DA-333		Maint. Plan. & Eval. Sec.	DD-312	
Serv. & Supply Sec.	DA-334		Facilities Br.	DD-320	
Reports & Proc. Br.	DA-335		Bldgs. & Rel. Struct. Sec.	DD-321	
Fiscal Br.	DA-340		Grnds. & Grnds. Struct. Sec.	DD-322	
Surplus Prop. Br.	DA-340				
Asst. DPWO Plan. & Des.	DB-100		Transportation Division	DD-300	
Asst. to Asst. DPWO, P.&D.	DB-101		Management Br.	DD-310	
Spec. Asst. Fire Protect.	DB-110		Records & Reports Br.	DD-320	
Spec. Asst. Safety	DB-111		Technical Br.	DD-330	
Spec. Asst. Soil Cons. & Erod.	DB-112				
Planning Division	DB-200		Utilities Division	DD-400	
Passive Defense Br.	DB-210		Power Gen. & Dist. Br.	DD-410	
Master Plans Br.	DB-220		Utilities Service Br.	DD-420	
Design Division	DB-300				
Architectural Br.	DB-310		Housing Division	DD-500	
Structural Br.	DB-320				
Mechanical Br.	DB-330		Real Estate Division	DE-200	
Electrical Br.	DB-340		Naval Properties Br.	DE-210	
Civil Br.	DB-350				
Specn. & Ests. Br.	DB-360		FILES		
Plans Files & Tech. Rec. Br.	DB-370		MAIL OUT		

REMARKS

Not to be used for routing controlled (DPWO Route Sheet) mail

Navy-DPFO 12ND Broom., Wn. (C88):

DECLASSIFIED
E.O. 12152 Sec. 3.3
Date 92 SEP 03
By PCL
NARA Date 5/6/95

SUPERVISOR OF SHIPBUILDING, USN,
AND
NAVAL INSPECTOR OF ORDNANCE
2400 - 11th Avenue S. W.
Seattle 4, Washington

A16
Ser 107-023
16 Apr 1957

~~CONFIDENTIAL~~

Unclassified upon removal of enclosure (1)

From: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance,
Seattle

To: Chief of Naval Operations

Via: (1) Commanding Officer, U. S. Naval Station, Tacoma
(2) Commander, Tacoma Group, U. S. Pacific Reserve Fleet
(3) Commandant, Thirteenth Naval District
(4) Commander, U. S. Pacific Reserve Fleet
(5) Chief, Bureau of Ships

Subj: U. S. Naval Industrial Reserve Shipyard (U. S. Naval Station),
Tacoma, Washington; transfer of shipyard facilities from U. S.
Naval Station to Todd Shipyards Corp., Seattle Division on
mobilization, agreement for

Ref: (a) ASTORCHAV (NAV) ltr of 7 Nov 1955 to CNO, BUSHIPS, BUSANDA,
BUDOCKS and General Counsel (w/encl)
(b) CNO ltr Op-442 c/jl ser 4339 Pth of 23 Nov 1955 to BUSHIPS
(c) BUSHIPS ltr NS/44 (762) QN/1001 Shipyard ser 742-3 of 3 Jan 1956
(d) BUDOCKS ltr 11011.13 of 7 Mar 1956

Encl: (1) Proposed license for non federal use of real property (SINS
Tacoma) to be issued to Todd Shipyards Corp to become effective
on D-Day, with exhibits A, B, & C

1. In accordance with references (a), (b) and (c), the planing contained
in enclosure (1) was developed and is forwarded for your review and con-
currence.

2. Upon receipt of your reply, the license, which has been approved by
Todd Shipyards Corporation, will be executed. As the license will be
superseded by a formal negotiated contract by the Bureau of Ships less
than one year after the effective date (D-Day), it is contemplated that
in accordance with reference (d), the District Pacific Works Officer,
Thirteenth Naval District, will execute the license for the Department of
the Navy.

Copy to:
ASTORCHAV (NAV) (w/o encl (1))
Todd Shipyards Corp., Seattle Div., (w/o encl (1))
INDIAN 13ND (w/encl (1))
DND 13ND (w/o encl (1))

End 1 - No. 1. CNO

End 2 - 26

End 3 - Com 13 ser 016/04

End 4 - Com Pac Res 381 ser 085

End 5 - BuShips ser 742-3 of 3 Jan 1956

End 6 - CNO ser 0128P44 7 10 July 1957 (over)

3 May 1957

10 May 1957

4 June 1957

DECLASSIFIED
E.O. 12058 Sec. 1.3
Project: NADA 9280.03
By: PSL NARA Usgl 5/10/95

D-40: EWH: Hw
NS/Tacoma
Ser 0916

APR 15 1957

CONFIDENTIAL

From: District Public Works Officer, Thirteenth Naval District
To: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance
2400 - 11th Avenue S. W., Seattle 4, Washington

Subj: Naval Industrial Reserve Shipyard (U. S. Naval Station), Tacoma, Washington, development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyard Corporation; additional copies of proposed license concerning

Ref: (a) FONECON between Mr. Winston of ASTINDMAN and D-40 DPWO on 12 Apr 1957

Encl: (1) Three additional copies of proposed license to be issued to Todd Shipyard Corporation

1. Enclosure (1) is forwarded pursuant to reference (a).

E. W. HOFFMAN
By direction

*Mailed Reg Gd Mail
DP-37 4/16/57*

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APR 15 1957

CONFIDENTIAL

DECLASSIFIED
E.O. 12958, Sec. 1.3
Project: WAL 9280.03
By: PEL NARA Date: 5/1/85

file copy

LICENSE FOR NON FEDERAL USE OF REAL PROPERTY
FORM 2260 (1-56)

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

(Refer to BuDocks Instr. 11021.18 and any succeeding changes.)

LICENSE NUMBER

2. DATES COVERED (Inclusive)

until superseded by a formal negotiated contract

3. The entire facility comprising the U. S. Naval Station, Tacoma, Washington, as shown on Sheet 1 of Y&D Dwg. No. 568-045, attached hereto, marked Exhibit "A", and made a part hereof, with certain exceptions hereinafter mentioned, which said facilities are to be occupied and custody transferred to the Licensee in accordance with the schedule and time table hereto attached, marked Exhibit "B" and made a part hereof.

of a formal negotiated contract

5. LICENSOR
UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address)
Assistant Industrial Manager, USN, Seattle, Washington

6. LICENSEE (Name and address)
Todd Shipyards Corporation
1 Broadway, New York City, N. Y.

6a. LOCAL REPRESENTATIVE (Name and address)
Mr. Robert G. Zener
c/o Todd Shipyards Corporation
1801 - 16th Ave. S. W., Seattle 4, Wash.

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "None" under item 7a "Amount")

a. AMOUNT (Each payment) \$1.00	b. FREQUENCY PAYMENTS DUE Annually	c. FIRST DUE DATE 195 (D-Day)	d. To (Address of DPWO) District Public Works Officer Thirteenth Naval District Bldg. 232, U. S. Naval Station, Seattle 99 Washington
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8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. To (Mailing address)
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See paragraph 14(h) Exhibit "B"

9. INSURANCE REQUIRED (Reimbursable)
(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ None	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 300,000
b. THIRD PARTY PROPERTY DAMAGE	\$ 100,000	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000

10. GENERAL PROVISIONS (See Reverse Side) Paragraph (b) revised; all of 1st, 2nd, part of 4th and all of 5th and 8th sentences of paragraph (h) deleted and paragraph (c) added before signing.

11. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached

CONFIDENTIAL

CONFIDENTIAL

DECLASSIFIED
E.O. 12151 Sec. 3.2
Project: NAID 9280.03
Date: 5/18/95
NARA Unit: 5/18/95

Full copy

LICENSE FOR NON FEDERAL USE OF REAL PROPERTY
(DD FORM 1000-1-64)

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

(Refer to BuDocks Instr. 11011.18 and any succeeding changes.)

1. NAVAL ACTIVITY (Property location) Naval Industrial Reserve Shipyard (U. S. Naval Station), Tacoma, Wash.	2. DATES COVERED (Inclusive) From 195 (D-Day) until superseded by a formal negotiated contract with BUSHIPS
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)	

4. PURPOSE OF LICENSE To authorize the interim use and occupancy of the licensed facilities (as a Naval Industrial Reserve Shipyard) for shipbuilding purposes, pending the execution of a formal negotiated contract between the USA (Dept. of the Navy) and the Licensee.

5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Assistant Industrial Manager, USN, Seattle, Washington
6. LICENSEE (Name and address) Todd Shipyards Corporation 1 Broadway, New York City, N. Y.	6a. LOCAL REPRESENTATIVE (Name and address) Mr. Robert G. Zener c/o Todd Shipyards Corporation 1801 - 16th Ave. S. W., Seattle 4, Wash.

7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under (a) "Amount")			
a. AMOUNT (Each Payment) \$2.00	b. FREQUENCY PAYMENTS DUE Annually	c. FIRST DUE DATE 195 (D-Day)	d. 10 (Address of DPWO) District Public Works Officer Thirteenth Naval District Bldg. 232, U. S. Naval Station, Seattle 99 Washington

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required, enter "None" under (a) "Amount")			
a. AMOUNT (Each deposit)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)

See paragraph 14(h) Exhibit "B"

9. INSURANCE REQUIRED (Reimbursable) (If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)			
TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	\$ None	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 300,000
b. THIRD PARTY PROPERTY DAMAGE	\$ 100,000	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000

10. GENERAL PROVISIONS (See Reverse Side) Paragraph (b) revised; all of 1st, 2nd, part of 4th and all of 5th and 8th sentences of paragraph (h) deleted and paragraph (c) added before signing.

11. EXECUTION OF LICENSE			
FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY			
LICENSEE			

If Licensee is a Corporation, Certification of signature is attached

CONFIDENTIAL

UNCLASSIFIED
E.O. 12958, Sec. 3.3
Project: NND 928003
By: PGL
NARA Date: 5/16/95

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the non-exclusive right to use the premises or facilities described in item 2 together with the necessary rights of ingress and egress.

b. This License shall be effective during the period stated in item 2 and may be terminated by either party upon sixty (60) days prior written notice to the other.

c. The License shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of its use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not occur in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

d. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

~~The Licensee shall be liable for any loss of or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, at its own expense, as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly assumed to be insured hereunder shall not exceed the amount of insurance so obtained. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, including, but not limited to, fire, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance obtained by the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:~~

~~"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Government of the United States of America."~~

~~In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this~~

~~Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee is required to effect such repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensee shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.~~

~~1. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 50 U.S.C. Sec. 2071, 7080) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee and shall furnish the insurance specified in item 9. Each policy of insurance required in item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:~~

~~"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."~~

~~2. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to the use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.~~

~~3. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.~~

~~4. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.~~

~~5. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor, setting forth~~

(c) The use of the facilities under this license is subject to the rights of the Tacoma Harbor Lumber and Timber Company, a corporation, over certain portions of the shipyard as granted in a Grant of Easement to said company by the Government under date of 24 April 1936, a copy of which easement, designated as NOY(R)49406, is attached hereto, marked Exhibit "C" and made a part hereof.

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the non-exclusive right to use the premises or facilities described in item 3 together with the necessary rights of ingress and egress.

~~b. This license shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.~~

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of its use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

~~h. The Licensee shall be liable for loss or damage to the premises or facilities incurred as a result of its use and shall make such restoration or repair, monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly assumed to be insured hereunder shall not exceed the amount of insurance so insured.~~

The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, ~~and all compensation for insurance~~, which results from willful misconduct, lack of good faith, or failure to exercise due diligence on the part of the Licensee. ~~All insurance assumed by the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises.~~ Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Government of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the

Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. ~~So~~

~~or replacement with the Licensor is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds available to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.~~

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (52 Stat. 859, 982-28 U.S.C. Sec. 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to the use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the non-discrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

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 BY SP-10/12/83
 BY SP-10/12/83

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SCHEDULE OF TRANSFER OF FACILITIES AT NIRS (U. S. NAVAL STATION, TACOMA, WASHINGTON), to Licensee (TODD SHIPYARDS CORPORATION), including responsibility for maintenance, utility services and security.

1. The Licensee is hereby granted a right of entry to the NIRS, (U. S. Naval Station), Tacoma, Washington, effective as of 12 o'clock noon on _____ 19____, which effective date is hereinafter referred to as D-Day.

2. On _____ 19____ (D+2 days) the Licensee shall occupy the following buildings and/or areas and accept custody thereof immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
208	P-70	Heating Plant # 9
209	109	Personnel Office
318	P-48	Guard House Gate 1
203	103	Warehouse (office spaces only)
205	P-64	Heating Plant # 8
421	P-35	Toilet
422	P-36	Toilet
540	40	Office spaces (partial)
573	P-12	Toilet
576	76	Rigger-Sailmaker Loft
Shipways 1 thru 8		
Craneways 1 thru 9 including cranes		

The Licensee shall be granted the non-exclusive right to use Berth "A" at Pier 4 and the adjacent Whirley crane for the purpose of unloading supplies and material. (If due to deterioration Pier 4 cannot be used, a suitable berth at Pier 3 will be made available for this purpose.)

3. On _____ 19____ (D+5 days), the Licensee shall occupy the following buildings and facilities and accept custody thereof immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
592	92	Control Warehouse
512	12	Time Office & Women's Gate
All railroad trackage		

4. On _____ 19____ (D+10 days), the Licensee shall occupy the following buildings and accept custody thereof immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
201	P-39	Tool Storage
321	21	Control Warehouse
409	9	Wash Room

EXHIBIT "B"

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4. On 19 (D+15 days), the Licensee shall occupy the following buildings and accept custody thereof immediately on occupancy:

YAD Bldg. No.	Todd Bldg. No.	Identification
423	P-38	Tool Room
519	10	Cafeteria
544	44	Mold Loft
545	P-42	Toilet

5. On 19 (D+20 days) the Licensee shall occupy the following building and accept custody thereof immediately on occupancy:

YAD Bldg. No.	Todd Bldg. No.	Identification
580	80	Stores Dept.

6. On 19 (D+30 days), the Licensee shall occupy and/or areas the following buildings and accept custody thereof immediately on occupancy:

YAD Bldg. No.	Todd Bldg. No.	Identification
204	P-68	Steel Yard Toilet
317	P-47	Time Gate 3
341	41	Machine Shop
343	43	Acetylene Generator House
364	P-55	Motor Generator House
391	91	Electric Shop
394	P-58	Time Gate 6
397	97	Sheet Metal-Pipe Shop
406	P-45	Toilet
407	7	Steel Shed "B"
511	-	Service Station
520	20	Assembly Bldg.
523	P-53	Office
526	26	Bending Furnace
532	32	Steel Shed "A"
540	40	Office (Balance)
548	48	Acetylene Generator
552	52	Maintenance Shop
554	54	Tool Room
588	88	Shops
591	P-44	Toilet
594	P-2	Toilet
596	96	Paint Shop

7. On 19 (D+40 days) the Licensee shall occupy the following building and accept custody thereof immediately on occupancy:

YAD Bldg. No.	Todd Bldg. No.	Identification
340	1-52	Vault

8. On 19 (D+45 days), the Licensee shall occupy the following buildings and accept custody thereof immediately on occupancy:

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 By: PEL HMA Tech Staff

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<u>YAD Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
395	95	Office
398	P-56	Office
399	99	Offices
540	40	Hospital
542	42	Garage

10. On _____ 19____ (1960 days), the Licensee shall occupy the following buildings, facilities and/or areas and accept custody thereof immediately on occupancy:

<u>YAD Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
117	-	Firefighting School
118	-	Trash Burner
119	119	Office - Lockers
120	-	Firewater Storage Tank
121	-	Firewater Storage Tank
123	-	Firewater Storage Tank
140	-	Firefighting School Storage
203	103	Warehouse (Balance)
205	P-64	Heating Plant # 8
206	P-63	Time Gate 10
207	P-60	Guard House - Gate 10
210	P-60	Cable Shed
211	P-61	Cable Shed
319	19	Himeograph
322	121	Boiler House # 2
323	23	Main Office
329	29	Employees Relations
330	P-54	Personnel Gate & Guard House Gate # 8
331	31	Administration
333	33	Fire Station
335	35	Substation # 3
339	39	Womens' Facilities
344	P-69	Substation # 3A
350	P-50	Compressor Shed # 12
351	51	Hospital - School
356	P-49	Transformer - Switch Shed
361	61	Pipe Treating
362	-	Elevated Water Tank
363	63	Lumber Shed
365	65	Welders Training
381	81	Steel Construction
389	-	Transformer Vault
390	-	Storage
392	P-57	Guard House - Gate 6
393	93	Sheet Metal Shop
411	11	Substation # 2
420	P-37	Transformer Shed
425	P-32	Transformer Shed
426	-	Compressor Shed
513	P-19	Compressor Shed
514	P-19	Transformer Shed
524	24	Office
525	25	Guard Office
529	-	Central Heating Plant

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 Project NND 928003
 By PEL Date 5/6/85

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<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
534	34	Oxygen Shed
538	38	Store
541	-	Elevated Water Tank
546	46	Boiler House # 1
547	98	Transformer Shed
549	98	Compressor Shed
550	56	Substation # 1
548	43	Blacksmith Shop
574	P-9	Transformer Shed
575	P-13	Toilet
582	P-10	Transformer Shelter
583	P-11	Compressor Shed
584	P-2	Compressor Shed
585	P-8	Transformer Shed
586	P-86	Substation # 5
587	P-5	Transformer & Switch Shed
589	P-5	Compressor Shed
590	P-6	Compressor Shed
593	P-3	Compressor Shed
597	-	Storage

All piers with the exception of the commissioning pier, provided how-
 ever, that the licensee hereby agrees it will permit the Tacoma Group,
 Pacific Reserve Fleet to have the unrestricted use of the following mini-
 mum amount of pier space required by the Tacoma Group, to wit:

- Pier No. 1 - Berths ABLE, ABLE-PRIME, BAKER, BAKER-PRIME.
- Pier No. 2 - Berths CHARLIE and DOG.
- Pier No. 3 - Berths EASY, FOX, GEORGE and HOW.

for a period of eight months from the effective date of this license.

The licensee agrees to provide services and utilities as required to
 the Tacoma Group, Pacific Reserve Fleet vessels berthed at NIRS, Tacoma
 for a period of eight months from the effective date of this license and
 will grant to the personnel assigned the necessary rights of ingress and
 egress.

11. On _____, 19____ (14150 days), the Licensee shall occupy
 the following buildings and/or areas and accept custody thereof immediately
 on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
50	110	Commissioning Warehouse
51	111	Utility Bldg.
54	112	Gate House
Commissioning Pier		

Approximately 410,000 square feet of open storage area adjacent to and
 connecting the facilities listed in this paragraph.

12. All other buildings and/or areas not specifically listed herein and form-
 ing a part of the Industrial Reserve Shipyard facilities (with the exception

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of those facilities listed in paragraph 11 above) shall be transferred to the custody of the Licensee on or before _____ 19____ (1460 days).

13. The Licensee agrees to assume maintenance on buildings and structures when custody has been accepted by the Licensee, or on the phased take-over date, whichever is earlier. It is understood that maintenance includes all repairs and upkeep on all the facilities, appurtenances, machine tools and equipment.

14. It is agreed and understood that the responsibility for the maintenance and operation of the Utility Services during the turn-over period, and thereafter, shall be as follows:

(a) Sprinkler Systems, Compressed Air Systems:

The Licensor (U. S. Naval Station), will be responsible for the maintenance and operation of the existing systems for 60 days from the effective date of this license. The Licensee agrees to gradually assume the maintenance and operation of the systems, completing the take-over within the 60-day period above mentioned.

(b) Light and Power, Water Systems:

The Licensor's present contracts with the Tacoma City Light and City of Tacoma respectively, require a thirty-day termination notice. The Licensor (U. S. Naval Station, Tacoma) will operate and maintain all systems until 60 days after the effective date of this license. The Licensee agrees to gradually assume maintenance and operations of the systems, completing the take-over within the 60-day period above mentioned.

(c) Heating Plant, Hot Water, Steam Distribution Systems:

The Licensor (U. S. Naval Station, Tacoma), will be responsible for the maintenance and operation of the existing heating plants and distribution systems for 60 days from the effective date of this license, except the plant and system located in Building No. 51 (Todd No. 112) which the Licensor will maintain and operate for 180 days from the effective date of this license. The Licensee agrees to gradually assume maintenance and

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in accordance with costs determined by the Commanding Officer, U. S. Naval Station, Tacoma, Washington, under appropriate Government regulations. If necessary, advance "Special Deposit" funds will be furnished to the Commanding Officer, U. S. Naval Station, Tacoma, by the Licensee upon request.

15. Security: The Licensor (U. S. Naval Station, Tacoma), will be responsible and will administer internal and perimeter security for the Licensee's area and the U. S. Naval Station area until 60 days after the effective date of this license. This includes fire protection, guard protection and personal clearance identification (the Licensee's and its subcontractor's personnel shall be cleared in accordance with the current Armed Forces Industrial Security Regulation, CPHAV INST 5540.8), except that the Tacoma Group, Pacific Reserve Fleet, will maintain guard security and identification clearance on board vessels under their jurisdiction. Sixty days after the effective date of this license, the Licensee will assume the control and responsibility for the internal and perimeter guard, fire protection and identification clearance for areas under its jurisdiction, and in addition, will furnish fire protection required by the U. S. Naval Station, Tacoma area, plus fire fighting assistance to the Tacoma Group, Pacific Reserve Fleet, for their vessels berthed within the shipyard. All firefighting equipment will be transferred to the Naval Industrial Shipyard 60 days after the effective date of this license.

Prior to 60 days after the effective date of this license, the Licensee agrees to furnish personnel assistance to the Naval Station security force as follows:

- a. Two days after the effective date of this license the Licensee will furnish one typist, plus material for employees photo identification badges, to the identification branch.
- b. Five days after the effective date of this license, the Licensee will furnish ten men to the guard division.
- c. Ten days after the effective date of this license, the Licensee will furnish twenty men to the fire division.

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d. Fifteen days after the effective date of this license, the Licensee will furnish ten additional men to the guard division.

e. Thirty days after the effective date of this license, the Licensee will furnish twenty additional men to the guard division.

The Licensee agrees that the men it will furnish to the Guard Division will possess the physical, mental and character qualities to qualify as Department of Defense guards and that the men furnished to the Fire Division will possess the physical and mental qualities to qualify as firefighters. It is agreed and understood that all the above mentioned personnel furnished by the Licensee will remain on the Licensee's payroll, and with the understanding that until 60 days after the effective date of this license (60 days) will be under the supervision of the Commanding Officer, U. S. Naval Station, Tacoma, Washington.

16. Continued use of certain facilities by Licensor:

After sixty days from the effective date of this license and transfer of facilities listed hereinabove to the Licensee, it is agreed and understood that in the event the Licensor (U. S. Naval Station, Tacoma) requires the continued use of specialized facilities, such as the dispensary, hospital, chapel, etc., the Licensee will grant the Licensor the continued use thereof on a permit basis, until such time as substitute facilities can be provided.

17. Accountability for facilities taken over by Licensee:

At the time of take-over of a facility, utility or equipment by the Licensee, the Licensor (U. S. Naval Station, Tacoma) will furnish a check-off list which shall be signed by responsible representatives of the Licensor and Licensee. A signed copy shall be retained by the Licensee which shall show the date of take-over from the Naval Station. Any discrepancies, shortages or remarks will be so noted on the signed copies of the check-off list. It shall be the responsibility of the Naval Station, Tacoma, to correct the Naval Industrial Reserve Shipyard plant account property record cards to reflect any discrepancies appearing on the check-off lists prior to the transfer of the Plant Account records cards to the Licensee.

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10-12-58

Form 1, NAB, 2A, 8003

By PEL Date 5/2/58 TIAL

DISTRICT PUBLIC WORKS OFFICE
13TH NAVAL DISTRICT

RECEIVED 5/2/58	REPLY DUE	DPWO FILE NO. 100-1-10001/LT
FROM: BUSHIPS (Code 762)		DATE OF LETTER 7 JAN 1958
TO: Asst. Secretary of the Navy (Material)		SERIAL NUMBER 762-011
SUBJECT: End-1 on BUDOCKS 1tr R-3111/FGM W49-72 TA-0 of 12 Sep 1957		
Naval Industrial Reserve Shipyard, Tacoma, Washington; retention of real property		
ENCLOSURES n/o encl (1)		

DO NOT DETACH WHITE ROUTING SLIP FROM CORRESPONDENCE.
NOT CHANGE ROUTING WITHOUT NOTIFYING MAIL CLERK.

ADDRESSEE	CODE	ROUTE	INITIAL	DATE	ADDRESSEE	CODE	ROUTE	INITIAL	DATE
DPWO & OICC	D-10	1	3	4/5	Asst. DPWO Constr. & R.E.	DI-100			
Spec. Asst. to DPWO & OICC	D-11				Asst. to Constr. & R.E. Officer	DI-101			
Deputy DPWO & OICC	D-20	3		2/4	Construction Division	DC-300			
Security Officer	D-21	1			Spec. Asst. Cont. Labor Rel.	DC-301			
Program Coordinating Officer	D-30	2			Contract Branch	DC-310			
Program Coordinators:					Constr. & Inspect. Branch	DC-320			
BUDOCKS, BUSANDA & BUSHIPS	D-31	2.1	WHD	2/5					
BUAER & Air Force	D-32								
BuOrd, CNO, BuPers, BuMed, MrCp	D-33								
Caphart Housing	D-34				Asst. DPWO Maint. & Oper.	DD-100			
Counsel	D-40				Asst. to Maint. & Oper. Officer	DD-101			
					Spec. Asst. Sanitation	DD-110			
Administration Division	DA-200								
Personnel Branch	DA-210								
Office Services Branch	DA-220				Maintenance Division	DD-200			
Reports & Procedures Branch	DA-230				Maint. Controls Branch	DD-210			
Fiscal Branch	DA-240				Facilities Branch	DD-220			
Asst. DPWO Planning & Design	DB-100								
Asst. to Plan. & Des. Officer	DB-101								
Spec. Asst. Fire Protection	DB-110				Transportation Division	DD-300			
Spec. Asst. Safety	DB-111				Management Branch	DD-310			
Spec. Asst. Soil Cons. & Erosion	DB-112				Records & Reports Branch	DD-320			
					Technical Branch	DD-330			
Planning Division	DB-200								
Passive Defense Branch	DB-210								
Master Plans Branch	DB-220				Utilities Division	DD-400			
					Power Gen. & Distr. Branch	DD-410			
Design Division	DB-300				Utilities Service Branch	DD-420			
Architectural Branch	DB-310								
Structural Branch	DB-320				Housing Division	DD-500			
Mechanical Branch	DB-330								
Electrical Branch	DB-340								
Civil Branch	DB-350				Real Estate Division	DE-200	5	2/5	
Specs. & Estimates Branch	DB-360				Naval Properties Branch	DE-210	5.1	2-11	
Plan Files & Tech. Rec. Branch	DB-370					DE-300		1/2	2/5
					Files				

REMARKS Rec'd U.S. MAIL REGISTERED NO. 3065072

Navy-DPPO 13ND Brem., Wn. (L16)2

Basis the and End 1, 2, & 3 (unclassified) Filled Real Estate

ACTION TAKEN	SERIAL NO. 171	DATE
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ROUTING SLIP
13ND-708 (REV. 6-57)INITIAL TO LEFT OF COLUMN
FOR RETURN TO YOU BEFORE FILING

No 1034 ✓

DECLASSIFIED
E.O. 12958 Sec. 1.1
Project NAAD 928003
By REL NAAD 928003

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C-QM/3(762)
Ser 762-01
JUN 1958

FOURTH ENDORSEMENT on BUDOCKS ltr R-311A/FGM W49-72 TA-O of 12 Sept 1957

From: Chief, Bureau of Ships
To: Assistant Secretary of the Navy (Material)

Subj: Naval Industrial Reserve Shipyard, Tacoma, Washington; retention of real property

Encl: (3) Air Photograph of Yard

1. There is a firm mobilization requirement for Naval Industrial Reserve Shipyard, Tacoma, which requirement can be maintained either by selling the entire property with a national security clause or if such sale cannot be arranged by retaining ownership and outleasing in entirety or by separate parcels.

2. Several conferences on this subject have been held between representatives of the Chief of Naval Operations and Bureau of Ships with the following results:

a. The Reserve Fleet Group at Tacoma is currently being phased out, by removal and relocation of all Class A, B, and C ships. This removal is scheduled to be completed by 30 June 1958, upon which date the Reserve Fleet Group, Tacoma, will be disestablished. This will remove the current operational requirement for Naval Industrial Reserve Shipyard, Tacoma, and permit disestablishment of the Naval Station, Tacoma, which will be phased out commencing 1 July 1958 to be completed by 1 October 1958.

b. The above removals will leave six Class D CVHE carriers which will be placed under custody of the Commandant, Thirteenth Naval District, prior to 30 June 1958.

c. Ultimately, the six CVHE's will be assigned to the Bremerton Reserve Fleet Group and moored at Bremerton.

3. The above procedures will complete the removal of all ships from the Naval Industrial Reserve Shipyard, Tacoma, leaving only the firm mobilization requirement indicated above. This requirement can be satisfied either by

- a. Retaining ownership and outleasing the facility, or
- b. Disposal by sale with a National Security Clause.

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4. In recognition of the above factors, it is recommended that approval be given to the following procedure:

a. The proposal to outlease a portion of this yard at this time as set forth in the basic correspondence be deferred;

b. The Bureau of Ships initiate action to declare this shipyard excess to this Bureau's current needs, with a view to sale of the property subject to a National Security Clause to preserve the shipbuilding and ship repair capacity; the availability of this property for use by other military services and Government agencies may then be screened prior to the actual disestablishment of the Naval Station;

c. If efforts to sell the property subject to a National Security Clause are not successful, the property then be made available for lease to a tenant or tenants who will retain the ship repair and shipbuilding capacity of the yard.

F. G. Blum

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